

**Hawaii Department of Health
Clean Water Branch**

January 21, 2003

REQUEST FOR PROPOSALS NO. CWB-PRC 03-01

FISCAL YEAR 2003 CLEAN WATER ACT SECTION 319(h) GRANTS

State of Hawaii
Department of Health
Clean Water Branch
919 Ala Moana Blvd., Room 301
Honolulu, Hawaii 96814-4920

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SECTION 1 INTRODUCTION AND ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

The State of Hawaii (State), Department of Health, Clean Water Branch (CWB), Polluted Runoff Control Program (PRC) desires to enter into contracts with qualified Offerors to support the STATE's mission to protect and improve the quality of water resources for enjoyment of and use by the people of Hawaii through preventing and reducing nonpoint source pollution while balancing health, environmental, and economic and social concerns.

This solicitation describes the State's expectations for project activities and provides the required proposal format. Suggestions received on previous solicitations have been incorporated. We have tried to provide more information as to what types of projects will be funded and have recommended project activities to help the Offerors focus on important aspects of a project in order to submit a quality proposal.

The State's General Conditions, Form AG2-GC (1/01) and applicable standard contract forms although not physically attached, are included by reference and made apart hereof. Copies of these documents can be obtained by making a request to the Procurement Officer.

1.2 INELIGIBLE PROJECTS

Projects that will not be considered for award include (1) planning, research, or assessment activities other than those conducted to evaluate the project (except if done in connection with addressing nonpoint source groundwater resource problems or if implemented with non-grant funds) and (2) activities undertaken pursuant to National Pollution Discharge Elimination System (NPDES) permit requirements. Questions regarding project eligibility can be directed to the Procurement Officer.

1.3 AUTHORITY

This Request For Proposals (RFP) is issued under the provisions of chapter 103D, Hawaii Revised Statutes (HRS). All Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offeror shall constitute admission of such knowledge on the part of such Offeror.

Any Contract arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

1.4 RFP SCHEDULE

The schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as Deadline for Submittal of Proposal's date is delayed, the rest of the schedule may be shifted as deemed necessary by the State. The approximate schedule is as follows:

Advertisement of the RFP	January 21, 2003
Deadline for Submittal of Proposals	3:00 p.m., HST February 21, 2003 919 Ala Moana Blvd., Room 301 Honolulu, Hawaii 96814-4920
Completion of Proposal Evaluations	March 10, 2003
Oral Presentations/Discussions	March 17-21, 2003 (if necessary with Priority-listed Offerors only)
Best and Final Offer Deadline (If necessary)	3:00 p.m., HST April 4, 2003 (if necessary for Priority-listed Offerors only)
Written Notification to Successful and Unsuccessful Offerors	April 25, 2003
Contract Commencement Date	Specified date on the State's Notice to Proceed

1.5 PROCUREMENT OFFICER

The Procurement Officer responsible for overseeing the Contract from the date of release of the RFP to monitoring and assessing Contractor performance is:

Mr. Denis R. Lau, P.E., Chief
Clean Water Branch
Department of Health
919 Ala Moana Blvd., Room 301
Honolulu, Hawaii 96814-4920

Telephone: (808) 586-4309
Fax: (808) 586-4352

1.6 SUBMISSION OF PROPOSALS

One (1) single-sided unbound original and six (6) bound copies of the proposal must be submitted to the Procurement Officer. Proposals must be **received and time stamped** by the Procurement Officer (whether mailed or hand delivered) no later than 3:00 p.m., HST (noon), on February 21, 2003.

Any proposal received after that date and time shall be rejected.

Faxed or e-mailed proposals will not be accepted or considered.

Proposals shall be mailed or hand delivered to:

Mr. Denis R. Lau, P.E., Chief
Clean Water Branch
Department of Health
919 Ala Moana Blvd., Room 301
Honolulu, Hawaii 96814-4920

The outside cover of the package containing the proposal shall be marked:

Proposal Submitted in Response to
RFP No. CWB-PRC 03-01
(Name of Offeror)

Proposals submitted in response to this RFP shall be valid for a minimum of nine (9) months from the deadline set for submittal of proposals and may not be withdrawn without the written authorization of the Procurement Officer.

1.7 CONFIDENTIAL INFORMATION

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, Chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its proposal or any subsequent submittals that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to section 3-122.58, Hawaii Administrative Rules (HAR). The Offeror shall state in its communication to the Procurement Officer, the reason(s) for the designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the proposal in order to facilitate inspection of the non-confidential portion of the proposal.

The Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Pursuant to Section 3-122-30, HAR, the head of the purchasing agency or designee shall consult with the State's Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the Offeror appeals the denial to the Office of Information Practices in accordance with Section 92F-15.5, HRS.

1.8 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by the Offeror in preparing or submitting this proposal is the Offeror's sole responsibility.

1.9 DISQUALIFICATION OF PROPOSALS

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and the proposed scope of work. Any proposal offering any other set of terms and conditions, or terms or conditions contradictory to those included in this RFP, may be disqualified without further notice.

An Offeror will be disqualified and the proposal automatically rejected for any one or more of the following non-exclusive reasons:

- The Offeror's lack of responsibility and cooperation as shown by past work.
- The proposal shows any noncompliance with applicable laws.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- The proposal has any provisions reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The delivery of the proposal after the deadline set for receipt of proposals.

1.10 RFP AMENDMENTS

The State reserves the right to amend this RFP at any time prior to the closing date for best and final offers.

1.11 CANCELLATION OF RFP AND REJECTION OF PROPOSALS

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part, when it is determined to be in the best interest of the State.

1.12 PROPOSAL OPENING

Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection after execution of the Contract(s).

1.13 BONDS

No bid bond is required to be submitted with the proposal, and no performance or payment bond will be required for the resulting Contract(s).

1.14 TAX CLEARANCES

This Contract requires all businesses to obtain a tax clearance certificate from the State Department of Taxation and the Internal Revenue Service in order to enter into a State Contract. The Contractor will be required to submit an approved Application to Tax Clearance, Form A-6, prior to entering into a Contract.

1.15 QUALITY OF WORK

The work to be done shall be of a professional quality. If the quality of the work is not satisfactory, as solely judged by the State, and the Contractor fails to take corrective action as required by the State, it will be considered as non-performance of the Contract. The chief procurement officer or the head of the purchasing agency, in addition to any other remedies provided by law, reserves the right to suspend the Contractor from bidding on any or all other State contracts pursuant to Chapter 3-126, HAR if non-performance of the Contract is determined.

1.16 DEVELOPED OR PRINTED MATERIALS

The Contractor shall include the following language in any developed or printed informational materials, press release, signage, publicity, etc., required as a result of this Contract: "This Project has been jointly funded by the U.S. Environmental Protection Agency under Section 319(h) of the Clean Water Act, and the Hawaii State Department of Health Clean Water Branch."

1.17 INVOICING AND PAYMENT

Reimbursement for services under this Contract are subject to the receipt of federal funds from the EPA under Section 319(h) of the Clean Water Act and subject to allotments to be made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS. The Contractor shall be required to submit invoices in triplicate (original and 2 copies). Invoices may be submitted to the State not more than once every thirty (30) calendar days. Section 103-10, HRS, provides that the State shall have thirty (30) calendar days from receipt of invoice or satisfactory delivery of goods or performance of services to provide reimbursement. Satisfactory delivery of goods or performance of services includes the submittal of documents in the format required by the State and the submittal any Contract deliverables.

The State will allow the Contractor to request an initial advance payment equal to one (1) month of compensation (Total Contract amount divided by the number of months in the respective term of Contract) as determined by the State after receipt of the State's Notice to Proceed. The Contractor shall be required to submit an invoice in triplicate (original and two copies) for the advance payment, which itemizes (from the appropriate budget page) what the advance payment will be used for. All invoices for reimbursements, and including the initial advance payment, shall be submitted in triplicate (original and two copies) and

accompanied by the appropriate expenditure reports for the billing period, attached as Attachment 8 and made a part of this Contract. All invoices must be certified by the Contractor and contain expenditures actually incurred for the performance of services or purchase of goods, or both, for the invoiced period and contain an original signature.

Reimbursement of invoiced expenditures shall be withheld by the State if Quarterly Status Reports (QSRs) and other Contract deliverables are not current or if documents are not submitted in the required format as provided by the State under the Contract (i.e., QSRs, monthly grant fund expense reports, etc.)

The monthly grant fund expense reports shall be reviewed by the State and shall be subject to the State's preliminary determination of appropriateness and allowability of the invoiced expenditures. The State's preliminary determination of appropriateness and allowability of the invoiced expenditures shall be subject to later verification and subsequent audit.

If an amount of invoiced expenditures is preliminarily determined by the State to be inappropriate and unallowable, the State may deduct an equivalent amount from the next payable installment and may withhold reimbursement of the amount of moneys equivalent to the questioned expenditures until later resolution of the discrepancy by audit or other means. If, after payment of the last installment prior to the final payment, investigation and examination reveal additional expenditures that are determined by the State to be inappropriate and unallowable, the State may require that an equivalent amount of monies be refunded by the Contractor notwithstanding the State's preliminary determination of appropriateness and allowability. The amount of monies to be refunded by the Contractor may be offset against the amount of moneys withheld by the State in determining the amount of the final payment to be made to the Contractor in final settlement of this Contract.

The State shall withhold 10% of the total Contract amount until final settlement and the State deems that the Contractor has satisfactorily completed all services of the Contract. Final settlement of the Contract shall include submission and acceptance of all reports and other materials to be submitted by the Contractor to the State, resolution of all discrepancies in expenditures or performances of services, and completion of all other outstanding matters under this Contract.

1.18 WRITTEN REPORTS

In addition to any other reporting requirements, the Contractor will be responsible to prepare and submit the following required reports by the appropriate deadlines as specified herein:

Quarterly Status Reports (QSRs). QSRs shall be submitted to the State on or before January 15th, April 15th, July 15th, and October 15th of each respective calendar year following receipt of the State's Notice to Proceed until the submittal of the draft final report. QSRs are to be submitted to the State up to the submittal of the draft final report. QSRs shall be submitted in the format provided by the

State, attached as Attachment 9, and made a part of this Contract. The QSRs shall include the status of all project activities (itemized by the Contract's Scope of Services) required under this Contract, including photographs of project activities and installations, meeting minutes, and summaries for activities that occurred in the respective quarter. Reimbursement of invoiced expenditures shall be withheld by the State to the Contractor if QSRs are not current. The State may require these reports be in an electronic format specified and approved by the State for posting on an Internet site approved by the State.

Draft final report. A draft final report shall be submitted to the State in the format of Attachment 10 and shall describe the services performed, derived water quality improvement, and the benefits and results of the services performed under this Contract. The draft final report shall be all inclusive of project activities and submittals prepared pursuant to the Contract and include, but not be limited to, a description of the location and purpose of the project, project photographs, project plans and reports, and a discussion of project monitoring and sampling data collected, done as a result of the Contract. Three (3) copies of the draft final report shall be submitted to the State at least two (2) months prior to the Contract's termination date. The State shall have one (1) month to review and comment on the draft final report. Comments made by the State shall be incorporated into the final report.

Final Report. One (1) unbound original and five (5) bound copies of the final report shall be submitted by the Contractor to the State at the end of the Contract.

Final Expenditure Report. A final expenditure report and in-kind contributions report shall be submitted by the Contractor to the State with the final report.

1.19 INSURANCE

The Contractor shall obtain, maintain, and keep in force throughout the period of the contract, appropriate liability insurance issued by an insurance company in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence. Prior to or upon execution of the Contract, the Contractor shall obtain a certificate of insurance verifying the existence of the necessary liability insurance coverage. The certificate of insurance shall be sent to the State and be made a part of the Contract. If the scheduled expiration date of the liability insurance policy is earlier than the expiration time of performance under the Contract, the Contractor, upon renewal of the policy, shall promptly provide to the State an updated certificate of insurance. If the Contractor's insurance policy is being cancelled, either the insurance company shall give the State one (1) month written notice of the intended cancellation or the Contractor shall notify the State in writing within fifteen (15) calendar days of receipt of the intended cancellation from the insurance company.

1.20 FEDERAL FUNDS

Pursuant to Section 319(h) of the Clean Water Act and the implementing Federal regulations 40 CFR part 31, the United States Environmental Protection Agency (EPA) has granted federal funds to the State under a Nonpoint Source Management Program Grant for appropriate projects

SECTION 2 PROPOSAL

2.1 GENERAL INFORMATION

Organizations, including non-federal government agencies, private schools, non-profit entities and environmental groups can submit proposals. Federal agencies may participate in the project, but may not apply for nor receive grant funds and may not be used for the purposes of matching the grant award.

Proposals for projects requesting “grant funds” up to \$200,000 will be considered. The maximum amount of \$200,000 for “grant funds” does not include the required “matching/in-kind contribution amounts” from non-federal sources. Proposals that request more than \$200,000 of grant funds will not be considered for award. Grant funds may not be used to pay for out-of-state travel. At a minimum, grant funds must be matched 100% with match funding or in-kind contributions from non-federal sources and must be documented with timesheets, volunteer sign-in sheets, receipts, etc, as determined by the State. Contributions can include purchased or donated labor, equipment, supplies, and materials. Match funding shall be subject to EPA 40 CFR Ch.1 (7-1-98 Edition), 31.24 Matching or cost sharing.

2.2 CONTRACT TERM

The Contract term for any project must not exceed a maximum period of thirty-six (36) months (commencement date on the State’s Notice to Proceed to submittal date of the Final Report). It is anticipated that the Project’s actual work period will only be thirty-four (34) months since the time for preparation of the Draft Final Report and submittal of the Final Report is expected to take two (2) months. The Contract’s term will commence on the date specified on the State’s Notice to Proceed by the State to the Contractor.

2.3 PROPOSAL

The Proposal shall be written in a narrative format to provide the State with a clear understanding of the project’s purpose, activities, and anticipated outcomes. When possible, the use of 12-pt Arial or Times New Roman font is preferred. The proposal shall be prepared in a straightforward and concise manner, and shall be in the required format as provided for herein. The required format for the proposal is as follows:

1. PROJECT TITLE AND GRANT FUNDING REQUEST

Project Title:

Grant Funds Requested: \$_____ (\$200,000 Maximum Allowed)

Non-Federal Matching
and In-Kind Contributions: \$_____ (minimum 100% of Grant
Funds Requested)

Total Project Cost: \$_____

2. PROJECT PURPOSE

Provide a project abstract, which includes a clear statement of the problem to be addressed, a brief description of factors that have contributed to the problem (i.e., past and current physical, historical, cultural, social, economic, etc. issues), and a brief description of the project's purpose, activities, and anticipated outcomes. Also include an explanation of how the work planned will accomplish one or more the following activities:

- a. **Implements a portion of Hawaii's Coastal Nonpoint Pollution Control Program Management Plan (CNPCP) and/or Hawaii's Implementation Plan For Polluted Runoff Control (HIPPRC) dated July 2000.** (The CNPCP can be viewed at <http://www.state.hi.us/dbedt/czm/6217.html> and the HIPPRC can be viewed at <http://www.state.hi.us/health/eh/cwb/prc/implan-index.html>.)
- b. **Demonstrates efforts of load reductions to receiving waters and or water quality improvement.** Water quality monitoring and/or other data collection before, during, and after the proposed activity is required.
- c. **Implements a portion of any Watershed Based Management Plan or TMDL Implementation Plan.** (Watershed Based Management Plans include, but are not limited to, the Kailua Bay Advisory Council's (KBAC) Interim Master Plan for Koolaupoko Watersheds (<http://www.kbac-hi.org>), Pelekane Bay Watershed's Coordinated Resource Management Plan, and West Maui Watershed's Owner's Manual. Currently there are three Total Maximum Daily Load (TMDL) Implementation Plans: Ala Wai Canal, Waimanalo Stream, and Kawa Stream. These TMDL Implementation Plans can be viewed at <http://www.state.hi.us/health/eh/epo/index.htm> or requested from the Environmental Planning Office by calling (808) 586-4337.)
- d. **Contributes to the implementation of pollutant controls for Water Quality Limited Segments as identified on Hawaii's 303(d) list.** (The most current 303(d) list can be viewed at <http://www.state.hi.us/health/eh/epo/index.htm> or requested from the Environmental Planning Office by calling (808) 586-4337.)
- e. **Serves to protect waters that are not currently listed as an impaired waterbody on Hawaii's 303(d) list.** (The most current 303(d) list can be viewed at <http://www.state.hi.us/health/eh/epo/index.htm> or requested from the Environmental Planning Office by calling (808) 586-4337.)

- f. **Demonstrates the use and benefits of new and innovative best management practices in urban areas, forested areas, agricultural areas, marina and recreational boating areas, and/or hydro-modified areas.**
- g. **Addresses cesspool elimination.**
- h. **Serves to restore the structure and function of stream corridors.**
(This could include constructing riparian buffers, stabilizing stream banks, soft engineering techniques, etc.)
- i. **Develops a Watershed Based Plan for the West Maui Watershed.**
(The Plan must include EPA's Nine Key Elements for Watershed Based Plans. Call the Polluted Runoff Control Program at (808) 586-4309 to request a copy of the Nine Key Elements.)

3. PROJECT SITE DESCRIPTION

Identify and describe the watershed(s) and State waters to be affected by the project. Identify by name groundwater resources, streams, wetlands, receiving waters, and watersheds impacted by the project. State if the water bodies are identified as impaired (303(d) listed) water bodies.

Provide a clear and easy to read map, with appropriate legends, showing the location of the project within the identified watershed, the area to be impacted by the project, and the location of to-be-installed project features. Also identify any land use, land ownership, and land use rights relevant for accomplishment of the project.

4. WORK PLAN

Provide a chronological, well thought out workplan outlining the work to be performed from the date on the State's Notice to Proceed to the submission of the Final Report which will serve to accomplish the project's goals. The workplan should break down the project into steps and/or phases and accurately describe work to be done and deliverables to be submitted. Clearly identify the products, services, and deliverables to be provided. Include sufficient detail to help the State understand the role of the specific actions in relation to the project goals. Be concise whenever possible.

Contract Activities

All Contract activities must be included within the workplan. The workplan must include the preparation and submittal of a Monitoring Plan, an Operation and Maintenance Plan (where appropriate), any draft and final planning documents, project deliverables, and any required reports, with the exception of Quarterly Status Reports (QSRs) which are due January 15th, April 15th, July 15th, and October 15th of each respective calendar year from the date on the State's Notice to Proceed until the submittal of the draft final report.

Supplemental to the workplan, provide a timeline of your proposed project activities in the format of Attachment 11, attached herein. Include in the timeline the number of months necessary for completion of each deliverable, step or phase, and all contract activities in the workplan.

Unless otherwise allowed herein, any document prepared as a result of the Contract (and specified within the proposed workplan) must be submitted to the State allowing for a minimum one (1) month review and approval prior to its release or printing. State review of construction drawings and specifications are for informational and coordination purposes only and not for engineering or other design review/approvals. Engineering and other design approvals are the sole responsibility of the Contractor.

Best Management Practice Installation.

A Best Management Practice (BMP) is a practice, or combination of practices, that are effective and practicable for controlling nonpoint source pollutants at levels compatible with environmental goals. The State desires to fund projects that result in BMP installation.

If the project involves BMP installation, provide a map showing the project site and the type, extent, and location of BMPs to be installed. Also include a description of the BMPs to be installed, a description of the type and extent of nonpoint source pollution reduction anticipated from the installation of the BMPs, a time frame for BMP planning, design, and installation and the life expectancy of the BMPs.

If installing BMPs, the Contractor shall work with the Natural Resources Conservation Service, the local Soil and Water Conservation District(s), the University of Hawaii's Cooperative Extension Service, and/or other agencies and organizations available to provide technical assistance with BMP planning and design. The Contractor shall submit to the State, a minimum of three (3) months prior to the start of any construction activities, construction plans, job sheets, construction schedules, and operation and maintenance plans. The State shall have one (1) month to comment on the information submitted. Where possible, the State's comments shall be incorporated into the final documents and the work performed.

A copy of the as-built drawings (drawings that show the actual locations and construction details of BMPs installed), if applicable, shall be included in the final report. Upon completion of BMP installation, the Contractor shall notify the State and a joint site visit may be scheduled.

Operation and Maintenance (O&M) Plans.

An O&M Plan is important to ensure that physical measures installed will function as intended, will function for their expected lifetime, and to possibly extend the functional life of the measure installed. An O&M plan will identify and describe

the location, character, and purpose of physical measures installed, and identify the life expectancy of the physical measure. It will detail activities to be performed regularly to ensure day-to-day function and activities to be conducted at determined intervals, such as annual inspections, to check for seasonal and long-term wear and tear. It will also identify who will perform the O&M activities and include letters of concurrence from such persons or organizations identified as responsible for performing the O&M activities.

For physical measures, the life expectancy shall be a minimum of ten (10) years unless a lesser period of time is determined to be appropriate for the type and purpose of the measure installed using National Resource Conservation Service or other appropriate Federal/State/local standards.

A draft O&M Plan shall be submitted to the State a minimum of three (3) months prior to the installation of any physical measures covered by the Plan. The State shall have one (1) month to comment on the information submitted. Where possible, the State's comments shall be incorporated into the final O&M Plan. Final O&M Plans shall be submitted with construction plan submittals and with the final report.

5. MONITORING AND SURVEYING

The State requires that all projects include monitoring activities. Monitoring activities are necessary for obtaining baseline and resource data, evaluating project effectiveness, and determining project successes.

The following information is recommended to be included in your project's work plan:

Provide a description of monitoring activities to be performed and the quantifiable environmental result to be obtained for each activity. Examples of quantifiable environmental results for on the ground type projects would include (1) the reduction in pollutant loadings or prevention of new loadings (e.g. lbs. or %), (2) the number of measures implemented (i.e., Best Management Practices (BMPs), and (3) the estimated or measured improvement of biological or physical parameters. Examples of quantifiable environmental results for information and education type projects would include (1) the number of events conducted (2) the number of participants in the event(s), and (3) an increase in NPS pollution awareness, education, and knowledge of preventive behaviors or methods of the participants based on pre and post survey analysis.

A draft Monitoring Plan must be submitted to the State within two (2) months, or as otherwise approved by the State, from the date on the State's Notice to Proceed (NTP). The specific Monitoring Plan reporting requirements will be dependent upon each respective project and determined by the State.

The State shall have six (6) calendar weeks from receipt of the draft Monitoring Plan to review and provide comments to the Contractor. The State's comments shall be incorporated in the final Monitoring Plan and must be submitted to the

State within one (1) month from receipt of the State's comments. No monitoring or sampling activities are to be started without prior approval of the Monitoring Plan by the State.

Assessment Protocols.

The State strongly recommends all work involving stream assessments, stream water quality monitoring, stream restoration, and/or the installation of stream BMPs include the use of the NRCS Hawaii Stream Visual Assessment Protocol (www.hi.nrcs.usda.gov/biology/index.html). The Protocol shall, at a minimum, obtain baseline conditions for the stream or streams impacted by the project.

Where biological assessment of a stream or streams is a project activity, the State strongly recommends that the assessment be performed using the NRCS Hawaii Stream Bioassessment Protocol.

6. PUBLIC INFORMATION, EDUCATION AND PARTICIPATION

The State desires that all projects include some level of public information, education, and participation activities. Public information, education, and participation activities are necessary when there is a need for educating, informing and/or involving the interested and affected public, transferring technology and encouraging partnerships, or obtaining public input on project activities.

Examples, of public information, education, and participation activities may include, but are not limited to, public meetings, public outreach participation, displays, field demonstration days, written brochures, handouts, providing instructional resource materials to schools, oral presentations, newspaper articles, videos, websites, and volunteer citizen participation, etc.

The following information is recommended to be included in your project's work plan:

Provide a description of the public information, education and participation project activities to be performed, including each activity's purpose, target audience, timing, desired outcome, and how each activity will be monitored/assessed.

Meetings.

If public meetings are part of the project, identify the purpose of the meetings, target audience, possible meeting locations and dates, minimum number of meetings to be held, method to be used to advertise the meetings, and any other appropriate information.

Information for each meeting shall be submitted to the State a minimum of one (1) month prior to the meeting and shall include the date, place, and time for the meeting, the meeting's purpose and goals, method(s) selected to publicize the

meeting, and a draft agenda for the meeting. The State may provide comments to the Contractor and shall have the sole option to attend any meetings.

Attendance of public meetings shall be recorded using sign-in sheets. The published meeting notices, a listing of participants, and meeting minutes must be submitted with each corresponding QSR.

Publications or Public Information Materials.

If the project involves the development of publications or public information materials, provide a description (i.e., size, format, content, etc.) of each item to be developed. Include within the description its intended purpose, the target audience, the approximate number of each item to be produced, proposed use and means of distribution, and a method for measuring the effectiveness of the item for accomplishing its intended purpose. Examples of publications and public information materials include, but are not limited to, brochures, handouts, posters, coloring books, newsletters, manuals, public service announcements, and videos.

The Contractor will be required to submit a draft of the item to the State for its review and comment a minimum of two (2) months prior to the start of production of the item. The State shall have one (1) month to comment on the draft. Where possible, the State's comments shall be incorporated into the final printing.

If appropriate, it is highly desirable for materials disseminated to communities to be made available in several languages, including English, which are prevalent in the communities. Identify if any publications or public information materials will be made available in a language other than English, the specific language(s), and justification for the selection of the language.

The Contractor shall include the following language in any developed or printed informational materials, press release, signage, publicity, etc.: "This project has been jointly funded by the U.S. Environmental Protection Agency under Section 319(h) of the Clean Water Act, and the Hawaii State Department of Health Clean Water Branch."

The Contractor shall send at least five (5) copies of each final publication and public information materials with the final report to the State for its use and files.

Websites.

If the project includes the creation of a Website, a Development Plan is required to be submitted six (6) months prior to the public initiation of the website. Provide in the Plan information identifying the target audience, purpose, proposed content for the Website, and a time frame for conducting activities to develop and establish the Website in number of calendar months.

Field Tours and Informational and Educational Presentations.

If the project includes field tours or informational and educational presentations, provide a list of field tours and informational and educational presentations that will be made in conjunction with your project. If specific engagements are unknown, provide the minimum number of field tours and presentation types that will be performed as a part of the project. Examples of field tours and informational and educational presentations include, but are not limited to, presentations at symposiums and conferences, local and statewide fairs or festivals, meetings, neighborhood board meetings, schools, the project site, and presentations upon request.

The Contractor shall submit information on presentations and field tours to the State with each corresponding QSR. For oral presentations and field tours, the Contractor shall submit, at a minimum, an outline of information presented. For PowerPoint presentations, the Contractor shall submit a copy of the PowerPoint presentation. For poster presentations and fair displays, the Contractor shall submit a photograph of the display. The Contractor shall extend to the State, not less than one (1) month prior, an invitation to attend all presentations and field tours. For all presentations and field tours, the Contractor shall submit the name of the group presented to, the date of the presentation, and sign-in sheets of people in attendance with each corresponding QSR.

Youth Education.

The State desires projects to include elements, where practicable, directed toward children. Youth education shall include age-appropriate information that will foster an understanding of polluted runoff control issues, environmental ethics, and the purpose of project activities.

For all work with children, identify specific school(s) or programs where resources will be utilized and provide contact information of the educators, administrators, or Department of Education Specialists with whom you will be working/coordinating with. Coordination with the Department of Education is optional, but highly recommended, and should be included as a work item when applicable.

If youth education involves the development of instructional resource materials, provide a description of the materials to be developed and identify its target audience. Contractors will be required to develop instructions for use of the resource and to develop a means for measuring its effectiveness.

The Contractor shall be required to submit a draft of all instructional resource material components to the State for its review and comment, allowing the State a minimum of one (1) month to complete its review. Where possible, the State's comments shall be incorporated in the final instructional resource material(s).

The Contractor shall send at least five (5) copies of each final instructional resource to the State for its use and files.

Volunteer Activities.

Volunteer activities can be an important tool for connecting the public to their environmental resources, fostering stewardship ethics, identifying and utilizing knowledge, talent, and energy available in communities, and as an educational tool.

If the project will include volunteer activities, provide a description of the activity to be performed, how volunteer coordination will be conducted, possible sources of volunteers, specific tasks that will be required by the project and by volunteers, and insurance requirements. Include in your timeline, a time frame in months for organizing and conducting volunteer activities.

The Contractor shall document volunteer activities throughout the project period. The Contractor shall submit to the State a summary of the work accomplished, work dates, volunteer sign-in sheets, and the number of volunteer hours with each corresponding QSR. All in-kind services accomplished by the volunteers and any plans to continue volunteer activities shall be documented and discussed in the final report.

7. COOPERATION AND COORDINATION

The State desires that all projects include cooperation and coordination activities. Cooperation and coordination activities strengthen projects by encouraging and facilitating partnerships, leveraging resources, and ensuring coordination on related activities.

If you are proposing cooperation and coordination activities as part of your project, the following activities are recommended to be included in your project's work plan:

Provide a listing of each organization with an active role in the project. Include in this list the organization name, contact information (i.e., contact name, address, and phone number, and fax number and e-mail address where available), and a brief statement of the role or contribution the organization or contact will provide to the project. A letter of support from each of these organizations must be submitted with the project proposal.

Provide a listing of stakeholders or organizations who do not have an active role in the project but whose participation will be actively sought. Include in the listing the name of the stakeholder or organization, contact information (i.e., contact name, address, and phone number, and fax number and e-mail address where available), and a brief statement of the stakeholder's or organization's interest in the work being done.

Provide a description of the role these partnerships will play in the project. Include the relationship of the project to more comprehensive work being done in the watershed and describe expected benefits that will be derived from these

relationships.

Capacity Building.

The desire to build capacity in organizations and watersheds is a high priority for the State. Capacity building can increase the impact of an effort, ensure continued efforts, and lead to other related and beneficial efforts. Examples of capacity building include the development of partnerships and cooperative working relationships, the establishment of a perpetuating advisory group, the cultivation of funding to support or expand existing efforts, and the establishment of information or protocols to insure future use of project results.

Provide information on project activities that will be undertaken to build capacity. Include a description of specific actions that will be undertaken and how each action will serve to build capacity. Include in your timeline, a time frame in months for conducting capacity-building activities and submitting associated products.

8. ORGANIZATION, PROJECT MANAGER AND KEY PERSONNEL

Project Manager.

The Project Manager will facilitate delivery of Contract required activities, including but not limited to, completion of all project work items, progress reports, deliverables, fiscal reports, and the final report.

Identify the Project Manager and provide a resume that includes the Manager's educational background, relevant work history (employer, position, job description, time period, key tasks or accomplishments), and experience with similar projects.

The Contractor shall notify the State not less than two (2) calendar weeks in advance of changes in Project Manager. Notification shall include steps to be taken to provide a replacement Manager and a plan for carrying out project activities in the interim.

Key Personnel.

Key personnel may include field supervisors, consultants, persons providing specialized services, and assistants. Provide information on key personnel to be used to accomplish the project activities. If the identity of key personnel to be used is known, provide their name, role or contribution to the project, and education and experience that make the person qualified for performing the task specified. If the identity of key personnel is not known, provide the title and description of the position, education and experience requirements for the position, the method of recruitment, and the time period in which hiring for the position will occur. Include in your timeline, a time frame in calendar months for recruitment and hiring of these personnel. The Contractor shall submit to the State the name and credentials of key personnel hired with corresponding QSRs.

The Contractor shall notify the State not less than two (2) calendar weeks in advance of changes in key personnel. Notification shall include steps to be taken to provide a replacement and a plan for carrying out project activities in the interim.

9. BUDGET

Provide your proposed Project Budget in the format of Attachment 7, attached herein. The budget categories on Attachment 7 are for sample purposes only and not meant to dictate a standard project expense for that category. Please revise the budget categories as necessary and be as descriptive as possible to meet your project needs.

If possible, provide an estimated cost per unit information for budget line items. Provide as footnotes justification of unit amounts and costs, price quotes for equipment items costing more than \$50, and justification of expenses. Questionable costs may be denied if justification is not provided.

If you currently do not have access to a calculator or adding machine, please include one in your budget. Simple math, included in the budget and invoicing, must be accurate.

10. OTHER RELEVANT INFORMATION

You may include any other additional information that you feel will enhance the selection of your project for award. Please be brief and to the point.

SECTION 3 PROPOSAL SUBMITTAL

3.1 PROPOSAL SUBMISSION REQUIREMENTS

The Offeror shall submit one (1) unbound original and six (6) bound copies of the proposal in a sealed envelope by the specified deadline set for receipt of proposals to the Procurement Officer. The original proposal shall be clearly marked "original." The Offeror's proposal shall include, without limitation, the following:

- **Executed (original signature)** Transmittal Letter (Attachment 1)
- **Executed (original signature)** Certification Forms (Attachments 2-6)
- Proposal (Including Attachments 7 Sample Project Budget Format and 11 Project Timeline Format)

3.2 TRANSMITTAL LETTER

The Transmittal Letter, included as Attachment 1, must be submitted and contain an original signature. The Transmittal Letter must be signed by an individual or individuals authorized to legally submit the proposal on behalf of the Offeror.

3.3 PROPOSAL

The Offeror must include a proposal section providing all of the requested information as outlined in Section 2- Proposal.

3.4 CERTIFICATIONS

The Offeror shall execute and submit the following certifications with original signatures included as Attachments 2 - 6:

Attachment 2-	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS
Attachment 3-	CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
Attachment 4-	CERTIFICATION REGARDING LOBBYING
Attachment 5-	GUIDELINES FOR ORGANIZATION-WIDE AUDITS
Attachment 6-	CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

SECTION 4 PROPOSAL EVALUATION

4.1 INTRODUCTION

The evaluation of proposals received in response to this RFP will be conducted comprehensively, fairly, and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.2 EVALUATION ORGANIZATION

An Evaluation Committee (Committee) selected by the Procurement Officer will review and evaluate all proposals submitted by the deadline specified in this RFP. The Committee will be comprised of individuals with experience and knowledge of the contemplated services.

The evaluation may be conducted in six (6) phases as described below:

- Phase 1 - Evaluation of Mandatory Requirements
- Phase 2 - Establishment of Priority List of Offerors
- Phase 3 - Optional Discussions with Priority-Listed Offerors
- Phase 4 - Submission of Best and Final Offers (if necessary)
- Phase 5 - Final Evaluation of Proposals
- Phase 6 - Recommendation for Award

4.2.1 EVALUATION CATEGORIES AND THRESHOLDS - (Total Points - 100)

<u>EVALUATION CATEGORIES</u>	<u>POSSIBLE POINTS</u>
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Mandatory Requirements (Phase 1 only)	Pass/No Pass
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Proposal Criteria (to be used in Phase 2 and may be used in Phase 5 if Best and Final Offers are required) will be based on the following Evaluation Worksheet:

Hawaii Department of Health, Clean Water Branch, Polluted Runoff Control Program

Request for Proposals No. CWB - PRC 03-01

Evaluation Worksheet

No.	Category	Points
1	Project Proposal	5
	Project Proposal is complete and contains the Project Title and Grant Funding Request, Project Purpose, Project Site Description, Work Plan, Monitoring and Surveying, Public Information, Education and Participation, Cooperation and Coordination, Organization, Project Manager and Key Personnel, Budget, and Other Relative Information.	
2	Project Purpose	20
	Project demonstrates efforts of load reductions to receiving waters, water quality improvement and increased awareness of polluted runoff prevention and control; implements a portion and/or accomplishes an activity in the Hawaii's Coastal Nonpoint Pollution Control Management Plan and/or Hawaii's Implementation Plan for Polluted Runoff Control; implements pollutant controls for Water Quality Limited Segments or a 303(d) listed water; and/or implements a watershed-based or TMDL Plan. Project abstract is clear and concise. Problem is major or serious, and problem statement is well supported. Project has achievable goals that are directly tied to the problem stated. List of items of work is complete and sufficient to implement the project, and will make significant impact on the problem. Project has numerous, valid, significant direct and indirect benefits.	
3	Work Plan	20
	Project work plan is well thought out and organized, describes clearly what work will be done, and is complete. Work plan contains required elements if project includes BMP installation or demonstration activities, and/or requires the preparation of an O&M Plan. Activities are described in detail and are tied to the project goals, and deliverables listed are sufficient for measuring progress and accomplishments. Project timeline, in months, clearly shows when activities will occur, deliverable due dates, and that accomplishment of the project is possible within the project period.	
4	Monitoring and Surveying	15
	Monitoring and surveying activities are sufficient for obtaining baseline and resource data, and for evaluating project effects and effectiveness so that project objectives, expected results and benefits can be documented and quantified. Monitoring and surveying activities are described clearly and are well linked to the products and services to be provided in the project, and quantifiable environmental results to be obtained are identified. Provisions are in place for preparing a Monitoring Plan. Provisions are in place for required elements if project includes assessment protocols and work that may require a QAPP.	
5	Public Information, Education, and Participation	10
	Public information, education, and participation activities are sufficient for educating, informing, and/or involving and engaging the interested and affected public, to transfer technology and encourage partnerships, and to provide a means for obtaining public input in relation to project activities. Public information, education, and participation activities are described clearly and are well linked to the products and services to be provided in the project, include a method for managing stakeholder contact and comment information, and include youth education. Required elements are included if public information, education, and participation activities include meetings, publications or public information materials, Websites, field tours and informational and educational presentations, and volunteer activities.	
6	Cooperation and Coordination	10
	Cooperation and coordination activities strengthen project by encouraging and facilitating partnerships, leveraging resources, and ensuring coordination on related activities. Potential for cooperation and coordination, as evidenced by the number and varied nature of potential partners, is great. Roles and benefits to be derived from partnerships and interaction other watershed or related efforts are clearly described, and serve to build capacity in organizations and the watershed. Contact information and letters of support are included for organizations with an active role. Required elements are included if cooperation and coordination activities include the use of advisory groups or memorandums of understanding.	
7	Project Manager and Key Personnel	15
	Project Manager has educational background, relevant work history, and experience with similar project to facilitate that all Contract items will be accomplished, including all project work items, progress reports, deliverables, fiscal reports and final report. Key personnel needed for the project are identified by name or position, the role in the project of key positions are clearly defined, and key personnel identified have educational background and experience sufficient to qualify them for performing the task specified.	
8	Budget	5
	Budget is provided in the format of Attachment 7, and contains sufficient detail and justification of budget line items to clearly show how funds will be used. Funds requested are reasonable in relation to the work proposed and the benefits to be derived.	

4.3 PHASE 1 - EVALUATION OF MANDATORY REQUIREMENTS PASS/NO PASS

The evaluation of the mandatory requirements shall be on an acceptable, potentially acceptable or unacceptable or "pass/no pass" basis. No points shall be assigned in Phase 1. The purpose is to determine whether an Offeror's proposal is sufficiently responsive (i.e., submitted a Transmittal Letter, proposal section, Certification Forms executed and attached, etc.) to the RFP to permit a complete evaluation in Phase 2. Each proposal will be reviewed for responsiveness. Failure to be sufficiently responsive shall result in a proposal to be determined as unresponsive ("no pass") and grounds for deeming the proposal "unacceptable" to the RFP and rejection of the proposal. A proposal evaluated as unacceptable shall not be considered in Phase 2 and not considered for award. Proposals evaluated as "sufficiently responsive" will be considered as potentially acceptable or acceptable ("pass") and will be considered in Phase 2.

4.4 PHASE 2 - ESTABLISHMENT OF PRIORITY LIST OF OFFERORS

All proposals from Phase 1 evaluated as potentially acceptable or acceptable or "pass" basis shall be eligible for the priority list. If there are more than ten (10) Offerors, the Committee shall rank all of the proposals and limit the priority list to no more than ten (10) Offerors who submitted the highest ranked proposals. A maximum of ten (10) Offerors whose proposals are evaluated to be the highest ranked will be referred to as the "Priority-Listed Offerors."

4.5 PHASE 3 - OPTIONAL DISCUSSIONS WITH PRIORITY-LISTED OFFERORS

During the course of this phase, the State may conduct discussions with Priority-Listed Offerors but the State reserves the right to accept and award any Priority-Listed Offeror's proposal without such discussions. Discussions will be limited to Priority-Listed Offerors and be accorded fair and equal treatment with respect to any opportunities for discussions and revisions of proposals. Priority-Listed Offerors may be requested to meet with the Committee to allow a better understanding of their proposal, the project site(s) and grant requirements.

4.6 PHASE 4 - SUBMISSION OF BEST AND FINAL OFFERS

A date and time may be set for Priority-Listed Offerors to submit their best and final offers (if required). Priority- Listed Offerors shall be permitted to submit a new or amended proposal as best and final offers based on discussions with the Committee on the date designated by the State. One (1) unbound original and six (6) bound copies of the best and final offer must be received (mailed or hand-delivered) and time-stamped by the Procurement Officer by the deadline set for receipt of best and final offers. The Committee may require on-site visits to locations at which the Priority-Listed Offerors have or are providing similar services prior to the submittal of best and final offers.

Best and final offers shall be submitted only once unless it is determined in

writing to be in the best interest of the State to conduct additional discussions or change the State's requirements and require another submission of best and final offers. Priority-Listed Offerors that do not submit a best and final offer shall have their immediate previous offer considered as their best and final offer. After the deadline set for best and final offers, the Committee shall conduct final evaluations for award(s).

4.7 PHASE 5 - FINAL EVALUATION OF PROPOSALS

During this phase, the Committee shall conduct final evaluations on the Priority-Listed Offeror's proposals, against the evaluation criteria used in Phase 2.

4.8 PHASE 6 RECOMMENDATION FOR AWARD

The Committee will prepare a final ranking and will make the final recommendations for award. The actual number of awards will depend upon the availability of grant monies available under the Section 319(h) program as determined solely by the State.

TRANSMITTAL LETTER

State of Hawaii
Department of Health
Clean Water Branch
919 Ala Moana Blvd., Room 301
Honolulu, Hawaii 96814

Gentlemen:

The undersigned hereby submits a proposal for Request For Proposals No. CWB-PRC 03-01: FY 2003 CLEAN WATER ACT SECTION 319(h) GRANTS as set forth in this proposal, all in strict compliance with the Scope of Work and General Conditions attached hereto and, by reference, made a part of this proposal, together with the conditions contained in the Request For Proposals.

It is understood and agreed that the State reserves the right to accept or reject any or all proposals, and to waive any defect in any proposal when in the opinion of the State such rejection or waiver will be in the best interest of the State.

By submitting this proposal, the Offeror understands and agrees that:

1. If a Contract is awarded to the undersigned, the undersigned will enter into and execute a Contract for the faithful completion of the work for which the award is made.
2. The Offeror shall be the prime Contractor and solely responsible for any organizations or entities who are named in their proposal to do any work. The Offeror must submit with their proposal, signed letter(s) from the named organization or entity in order to receive credit in the evaluation phase. The Contractor shall not subcontract or assign any work to any organization or entity not named in the Offeror's accepted proposal without first obtaining the Procurement Officer's prior written approval.
3. The Offeror does not discriminate in its employment and practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, handicap or disability.

4. The Offeror is not in violation of Chapter 84, HRS, concerning prohibited State contracts and will comply with Chapter 103-55, HRS, as amended by Act 149, SLH 1999.
5. The Offeror will comply with all terms and conditions in the RFP.

The undersigned acknowledges receipt of any and all addenda issued by the Department of Health by recording the date and addenda numbers below:

Addenda Number:

Date Received

It is understood that failure to receive any addendum shall not relieve the Offeror from any obligation under this proposal as submitted.

Very truly yours,

Name of Firm

Street Address

Authorized Signature

City Zip Code

Title

Mailing Address (If different)

Date

City Zip Code

Telephone Number

Federal Tax I.D. Number

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION B LOWER TIER
COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment Suspension, 7 CFR Part 3017, Section 3017.510, Participant-s responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature

Date

Instruction for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms Acovered transaction,@ Adebarred,@ Asuspended,@ A ineligible,@ A lower tier covered transaction,@ A participant,@ A person,@ A primary covered transaction,@ A principal,@ A proposal,@ and A voluntarily excluded,@ as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled ACertification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion B Lower Tier covered Transactions,@ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Attachment 2

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, published in the May 25, 1990 Federal Register, that require grantees to certify in maintaining a drug-free workplace.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the agency in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplace under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each Local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph 5).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. S12) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of not guilty) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (a) All direct charge employees; (b) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (c) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Alternate I. (Grantees Other Than Individuals)

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check [] if there are workplaces on file that are not identified here.

Attachment 3

Alternate II. (Grantees Who Are Individuals)

The grantee certifies that, as a condition of the grant, her or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Organization Name

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress. In connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, A Disclosure Form to Report Lobbying, in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tier (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form - LLL, A Disclosure Form to Report Lobbying, in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Authorized Representative

Signature

Date

GUIDELINES FOR ORGANIZATION-WIDE AUDITS

Pursuant to the Single Audit Act Amendments of 1996, Public Law 104-156, the STATE is requiring A-133 audits from subrecipients who expend \$30,000 or more of federal funds in a year.

The audits must be conducted in accordance with the following standards:

1. Generally accepted auditing standards issued by the American Institute of Certified Public Accountants.
2. Government Auditing Standards issued by the Comptroller General of the United States.
3. Office of Management and Budget (OMB) Circular A-133, "Audits of states, local governments, and nonprofit organizations," dated June 30, 1997.

The audits must be conducted on an annual basis and submitted to the STATE within nine months after the end of the audit period.

The audit report shall include the following:

1. The organization-wide financial statements prepared in accordance with generally accepted accounting principles or other comprehensive basis of accounting.
2. A schedule of federal financial assistance in the format prescribed by the OMB Circular A-133.
3. A schedule of the STATE's federal and state contracts received by the organization for the period covered by the financial statements. This schedule shall contain the:
 - a. ASO Log Number.
 - b. Contract amount for the contract period.
 - c. Expenditures charged against the contract during the current audit period for the contract period.
 - d. Expenditures charged against the contract during the prior audit periods for the contract period.
4. Auditor's reports on the organization's financial statements, supplemental schedule of expenditures of federal awards, and supplemental schedule of federal and state contracts received by the organization from the STATE.
5. Report on Compliance with Requirements and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
6. Report on Compliance with Requirements Applicable to each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133.
7. Schedule of findings and questioned costs in the format prescribed in OMB Circular A-133.

EXHIBIT ____

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day an/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this document the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which subgrantees shall certify accordingly.

Organization

Authorized Signature

Date

Title

Department of Health
Section 319(h) NPS

SAMPLE PROJECT BUDGET
FORMAT

No.	Item	Total Number Of Hours/Trips/Units	Hourly Rate/ Unit Cost	Grant Funds	Match Funds	Total
A.	Personnel Services					
	Project Manager	_____	\$____/hr	\$_____	\$_____	\$_____
	Project Assistant	_____	\$____/hr	\$_____	\$_____	\$_____
	Part-Time Workers	_____	\$____/hr	\$_____	\$_____	\$_____
	Volunteers	_____	\$____/hr	\$_____	\$_____	\$_____
	Fringe Benefits	_____	\$____/hr	\$_____	\$_____	\$_____
B.	Travel					
	Airfare (inter-island)	_____ round trips	\$____/round trip	\$_____	\$_____	\$_____
	Car Mileage	_____ miles	\$____/mile	\$_____	\$_____	\$_____
	Car Rental	_____	\$____/rental	\$_____	\$_____	\$_____
	Per Diem	_____	\$____/trip	\$_____	\$_____	\$_____
C.	Operating Expenses					
	Office Supplies	12 months	\$____/month	\$_____	\$_____	\$_____
	Postage	12 months	\$____/month	\$_____	\$_____	\$_____
	Printing	12 months	\$____/month	\$_____	\$_____	\$_____
	Utilities	12 months	\$____/month	\$_____	\$_____	\$_____
D.	Equipment					
	Backhoe	_____ hours	\$____/hr	\$_____	\$_____	\$_____
E.	Professional Services					
	Landscaper	_____ hours	\$____hr	\$_____	\$_____	\$_____
F.	Construction Materials, Supplies					
	Fencing	_____ Feet	Bulk	\$_____	\$_____	\$_____
	Valves	_____ each	\$____	\$_____	\$_____	\$_____
G.	Other Misc. Expenses					
	Insurance	1 year	\$_____		\$_____	\$_____
TOTAL				\$_____	\$_____	\$_____

Monthly Grant Fund Expense Report
Department of Health- Section 319(h) NPS

(Must be attached to an Invoice and be identical to the Project Budget Page in the contract. No invoice will be processed for payment without this report to document the invoice.)

Contractor- _____

Project Name- _____

Report No.- GF- _____

Month(s)/Year covered in this report: _____

Summary-Grant Funds

No.	Description	Original Contract Amounts	Revised Contract Amount From Previous Monthly Invoices	Amount Requested in this Monthly Invoice	Remaining Contract Amount
A	Personnel Services	\$	\$	\$	\$
B.	Travel	\$	\$	\$	\$
C.	Operating Expenses	\$	\$	\$	\$
D.	Equipment	\$	\$	\$	\$
E.	Professional Services	\$	\$	\$	\$
F.	Materials and Supplies	\$	\$	\$	\$
G.	Other Misc. Expenses	\$	\$	\$	\$
TOTALS		\$ _____	\$ _____	\$ _____	\$ _____

Matching Funds

No.	Description	Original Contribution Amounts Required	Revised Contribution Amount From Previous Monthly Invoices	Contributions Submitted in this Monthly Invoice	Remaining Contribution Amount
A	Personnel Services	\$	\$	\$	\$
B.	Travel	\$	\$	\$	\$
C.	Operating Expenses	\$	\$	\$	\$
D.	Equipment	\$	\$	\$	\$
E.	Professional Services	\$	\$	\$	\$
F.	Materials and supplies	\$	\$	\$	\$
G.	Other Misc. Expenses	\$	\$	\$	\$

TOTALS

\$ _____ \$ _____ \$ _____ \$ _____

Attachment 8

Breakdown

No.	Item.	Grant Expenses			In-Kind Contributions		
		No. of Hours/ Trips/Units	Hourly Rate/ Unit Cost	Total Monthly Amount	No. of Hours/ Trips/Units	Hourly Rate/ Unit Cost	Total Monthly Amount
A.	Personnel Services		\$	\$		\$	\$
	Grant Total for Item A			\$			\$
B.	Travel		\$	\$		\$	\$
	Grand Total for Item B			\$			\$
C.	Operating Expenses		\$	\$		\$	\$
	Grant Total for Item C			\$			\$
D.	Equipment		\$	\$		\$	\$
	Grand Total for Item D			\$			\$
E.	Professional Services		\$	\$		\$	\$
	Grand Total for Item E			\$			\$
F.	Materials and Supplies		\$	\$		\$	\$
	Grand Total for Item F			\$			\$
G.	Other Misc. Expenses		\$	\$		\$	\$

	Grand Total for Item G			\$			\$
	TOTAL A-G			\$			\$

Department of Health
Clean Water Branch- Polluted Runoff Control Program

Quarterly Status Reports
For the
Clean Water Act 319(h) NPS Implementation Program

This Quarterly Status Report is for the period indicated below **(check only one and insert year)**:
(Quarterly Status Reports are required per contract terms. If no work was done during the reporting period, the Contractor must provide an explanation of the circumstances)

- ☐ January 1 – March 31, _____ (Due April 15th)
☐ April 1- June 30, _____ (Due July 15th)
☐ July 1 – September 30, _____ (Due October 15th)
☐ October 1 – December 31, _____ (Due January 15th)

Project Title: _____

Project Start/Completion Date: _____

Estimated % of Project Completed: _____%

Estimated % of Funds Expended: _____%

Name and telephone number of person to be contacted for questions regarding this report:

Please provide the following information for work during this reporting period. Additional sheets may be attached:

Progress/tasks started and/or completed as defined in the Contract's Scope of Services.

Description of any major issues/problems encountered and/or resolved that may affect the Contractor's ability to complete the project as required (i.e., weather, personnel, equipment, etc.).

Attachment 9

Description of any significant findings, results, or conclusions. If none, please indicate so.

Based on the Scope of Services, a description of tasks expected to be completed in the next reporting period.

Line summary of expenditures and in-kind contributions in comparison with the contract's project budget page as shown below on page 3. Summary must include the cumulative amount for each line item (i.e., personnel services, travel, operating expenses, equipment acquisition, construction materials, other, etc.). Copies of proper documentation for all expenses (Grant and In-Kind Contributions) must be attached.

Quarterly Status Budget Report Format

Grant Funds

No.	Description	Original Contract Amount	Revised Contract Amount After Previous Quarterly Deductions	Expenditures during this Quarterly Reporting Period	Remaining Contract Amount
A.	Personnel Services	\$	\$	\$	\$
B.	Travel	\$	\$	\$	\$
C.	Operating Expenses	\$	\$	\$	\$
D.	Equipment	\$	\$	\$	\$
E.	Professional Services	\$	\$	\$	\$
F.	Materials and Supplies	\$	\$	\$	\$
G.	Other Misc. Expenses	\$	\$	\$	\$

TOTALS \$ _____ \$ _____ \$ _____ \$ _____

In-Kind Contributions (Match Funds)

No.	Description	Original Contribution Amount	Revised Contribution Amounts After Previous Submitted QSRs Contribution Amounts	Contributions submitted during in this Quarterly Reporting Period	Remaining Contribution Amounts
A.	Personnel Services	\$	\$	\$	\$
B.	Travel	\$	\$	\$	\$
C.	Operating Expenses	\$	\$	\$	\$
D.	Equipment	\$	\$	\$	\$
E.	Professional Services	\$	\$	\$	\$
F.	Materials and Supplies	\$	\$	\$	\$
G.	Other Misc. Expenses	\$	\$	\$	\$

TOTALS \$ _____ \$ _____ \$ _____ \$ _____

FINAL REPORT FORMAT

Please make sure to include a cover page and to completely bind the document. Five (5) bound copies and one (1) unbound original are required. Please note that your Final Report may be used to inform the public and other government agencies about your project.

- I. PROJECT TITLE
 - PROJECT PERIOD
 - A. Start Date
 - B. End Date
 - C. Original End Date (if applicable)
- II. CONTRACTING ORGANIZATION
 - A. Agency/Organization
 - Address
 - Phone
 - Facsimile
 - E-mail
- III. PERSONNEL
 - A. Name
 - Agency/Organization
 - Role/Contribution to the Project
- IV. BUDGET SUMMARY (mirroring the budget format in the proposal)
 - A. Final Budget Expenditure Table
 - B. Final In-Kind Contribution Table
- V. PROJECT ABSTRACT (Including project background/purpose/goals)
- VI. PROJECT SITE DESCRIPTION (Including maps)
- VII. SUMMARY OF WORK (Including an itemized summary of all activities conducted and implemented. This section should mirror the Scope of Work from the contract.)
- VIII. PROJECT RESULTS (Including data collected, data analyzed, charts showing reduced pollutant loading values, and “before” and “after” pictures.)
- IX. DISCUSSION OF PROJECT RESULTS, SUCCESSES, STRENGTHS, AND CHALLENGES
- X. PROJECT CONCLUSIONS (Including how this project reduced NPS pollution, improved water quality, reduced pollutant loads, or increased public awareness.)
- XI. RECOMMENDATIONS FOR FUTURE PROJECTS
- XII. WORK CITED
- XIII. APPENDICES: Include a copy of all contract deliverables (i.e. brochures/press releases/reports/plans/etc.)

PROJECT TIMELINE FORMAT

The CONTRACTOR shall accomplish the following activities within the timeline indicated from the date on the State's NTP.

Timeline:	Activity:
NTP + __ month	Submit or Conduct ...
NTP + __ months	Submit or Conduct ...
NTP + __ months	Submit or Conduct ...
NTP + __ months	Submit or Conduct ...
NTP + __ months	Submit or Conduct ...
NTP + __ months	Submit or Conduct...
NTP + __ months	Submit or Conduct...
NTP + __ months	Submit or Conduct ...
NTP + __ months	Submit Draft Final Report
NTP + 36 months	Submit Final Report